

COMMONWEALTH OF MASSACHUSETTS

TOWN OF WESTBOROUGH

**RENEWAL CABLE TELEVISION LICENSE ISSUED TO:
CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC**

Effective date: September 25, 2004

TABLE OF CONTENTS

SECTION 1.1	DEFINITIONS.....	1
SECTION 2.1	GRANT OF LICENSE	4
SECTION 2.2	APPLICABLE LAW.....	4
SECTION 2.3	TERM OF LICENSE.....	4
SECTION 2.4	TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE	4
SECTION 2.5	NON-EXCLUSIVITY OF GRANT	5
SECTION 2.6	REMOVAL OR ABANDONMENT	6
SECTION 2.7	PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE.....	6
SECTION 3.1	CABLE SYSTEM AND INSTITUTIONAL NETWORK	7
SECTION 3.2	HEADEND.....	7
SECTION 3.3	SERVICE AREA.....	7
SECTION 3.4	MAPS	8
SECTION 3.5	SERVICE TO RESIDENTIAL DWELLINGS	8
SECTION 3.6	SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS.....	8
SECTION 3.7	SERVICE TO PUBLIC SCHOOLS.....	9
SECTION 3.8	EMERGENCY AUDIO ALERT	10
SECTION 3.9	STAND-BY POWER	10
SECTION 3.10	TREE TRIMMING.....	11

SECTION 3.11	UNDERGROUND WIRING OF UTILITIES.....	11
SECTION 3.12	PEDESTALS AND VAULTS	11
SECTION 3.13	PUBLIC PROPERTY: RESTORATION TO PRIOR CONDITION	11
SECTION 3.14	COOPERATION WITH BUILDING MOVERS.....	12
SECTION 3.15	RELOCATION OF FACILITIES	12
SECTION 3.16	TOWN USE OF LICENSEE POLES AND CONDUIT	12
SECTION 3.17	RELOCATION OF FIRE ALARMS.....	12
SECTION 3.18	SERVICE INTERRUPTION.....	13
SECTION 3.19	COMMERCIAL ESTABLISHMENTS	13
SECTION 3.20	RIGHT TO INSPECTION OF CONSTRUCTION.....	13
SECTION 3.21	CONSTRUCTION, TECHNICAL AND MAINTENANCE STANDARDS	13
SECTION 3.22	MAINTENANCE LOG	14
SECTION 3.23	EMERGENCY REMOVAL OF PLANT.....	14
SECTION 3.24	PRIVATE PROPERTY	15
SECTION 3.25	TECHNICAL CHANGES	15
SECTION 3.26	CHANGE-OVER PROCEDURES	15
SECTION 3.27	DISCLOSURE OF FINANCIAL AND OPERATING INFORMATION .	16
SECTION 3.28	ALLOCATIONS.....	16
SECTION 3.29	CONTINUITY OF SERVICE.....	16
SECTION 4.1	BASIC SERVICE.....	17

SECTION 4.2	DISCOUNT PROGRAMS.....	17
SECTION 4.3	LEASED ACCESS	18
SECTION 4.4	STEREO TV TRANSMISSIONS	18
SECTION 4.5	CHANNEL LINE-UP; ELECTRONIC PROGRAM GUIDE	18
SECTION 4.6	REMOTE CONTROL DEVICES; CONVERTERS/RECEIVERS	18
SECTION 4.7	REBATES	18
SECTION 4.8	RATE FILINGS.....	19
SECTION 4.9	EDUCATIONAL SERVICES	19
SECTION 5.1	PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	20
SECTION 5.2	ACCESS CORPORATION.....	20
SECTION 5.3	PEG ACCESS CHANNELS	21
SECTION 5.4	ANNUAL SUPPORT FOR PEG ACCESS	21
SECTION 5.5	CAPITAL FACILITY, EQUIPMENT, CONSTRUCTION AND FUNDING	23
SECTION 5.6	PEG ACCESS EQUIPMENT OWNERSHIP.....	24
SECTION 5.7	RECOMPUTATION	24
SECTION 5.8	PEG ACCESS CHANNELS MAINTENANCE	24
SECTION 5.9	ACCESS CABLECASTING	24
SECTION 5.10	CENSORSHIP	25
SECTION 5.11	MISCELLANEOUS	25
SECTION 5.12	INSTITUTIONAL NETWORK.....	25

SECTION 5.13	CONTINUED WATER DEPARTMENT USE	27
SECTION 6.1	LICENSE FEE ENTITLEMENT	28
SECTION 6.2	PAYMENT	28
SECTION 6.3	OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	28
SECTION 6.4	LATE PAYMENT	29
SECTION 6.5	AFFILIATES USE OF SYSTEM	29
SECTION 6.6	METHOD OF PAYMENT.....	29
SECTION 7.1	PAYMENT CENTER	30
SECTION 7.2	TELEPHONE ACCESS.....	30
SECTION 7.3	INSTALLATION, SERVICE CALLS AND COMPLAINTS.....	31
SECTION 7.4	COMPLAINT RESOLUTION PROCEDURES.....	32
SECTION 7.5	MINIMUM SUBSCRIBER INFORMATION.....	32
SECTION 7.6	VCR COMPATIBILITY; A/B SWITCH.....	33
SECTION 7.7	PARENTAL CONTROL CAPABILITY	34
SECTION 7.8	BILLING AND TERMINATION PROCEDURES.....	34
SECTION 7.9	ADVANCE BILLING.....	34
SECTION 7.10	PROTECTION OF SUBSCRIBER PRIVACY.....	34
SECTION 7.11	POLLING BY CABLE	35
SECTION 7.12	INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS.....	35

SECTION 7.13	SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	35
SECTION 7.14	MONITORING	35
SECTION 7.15	EMPLOYEE IDENTIFICATION CARDS	36
SECTION 7.16	NON-DISCRIMINATION.....	36
SECTION 7.17	ENCODING OF NON-PREMIUM SERVICE	36
SECTION 7.18	WIRING BY SUBSCRIBER	36
SECTION 7.19	VOLUNTARY DISCONNECTION OF SERVICE.....	37
SECTION 7.20	LICENSEE'S SURVEYS	37
SECTION 7.21	REMOVAL OF ANTENNAS.....	37
SECTION 7.22	SUBSCRIBER TELEVISION SETS	38
SECTION 8.1	INDEMNIFICATION	39
SECTION 8.2	INSURANCE	39
SECTION 8.3	PERFORMANCE BOND	40
SECTION 8.4	DETERMINATION OF BREACH AND LIQUIDATED DAMAGES	40
SECTION 8.5	ADMINISTRATION OF THE CABLE SYSTEM: CABLE ADVISORY COMMITTEE	42
SECTION 8.6	PERFORMANCE EVALUATION SESSIONS	42
SECTION 8.7	INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES	42
SECTION 8.8	NON-PERFORMANCE BY THE LICENSEE	43
SECTION 8.9	TAXES	43

SECTION 8.10	SUBSCRIBER AND USER COMPLAINTS.....	43
SECTION 8.11	INDIVIDUAL COMPLAINT REPORTS.....	43
SECTION 8.12	QUALITY OF SERVICE	44
SECTION 8.13	REVISED FORM 500	44
SECTION 8.14	FINANCIAL REPORTS	44
SECTION 8.15	NON-EXCLUSIVITY OF REMEDY.....	44
SECTION 8.16	DUAL FILINGS	44
SECTION 8.17	REVOCATION OF RENEWAL LICENSE	45
SECTION 9.1	ENTIRE AGREEMENT	46
SECTION 9.2	CAPTIONS	46
SECTION 9.3	SEVERABILITY	46
SECTION 9.4	FORCE MAJEURE	46
SECTION 9.5	LICENSE EXHIBITS	46
SECTION 9.6	WARRANTIES	47
SECTION 9.7	APPLICABILITY OF LICENSE	47
SECTION 9.8	JURISDICTION	47
SECTION 9.9	NOTICE.....	47
SECTION 9.10	TOWN'S RIGHT OF INTERVENTION	48
SECTION 9.11	RESERVATION OF RIGHTS	48
SECTION 9.12	COMPETITION CLAUSE	48

TABLE OF SCHEDULES

Schedule 5.4(b)/ 5.5(a)	PEG Annual and Capital Payment Schedule
Schedule 5.12	I-Net Sites
Schedule 7.1	47 Code of Federal Regulations 76.309 Customer Service Standards

ARTICLE 1

DEFINITIONS

SECTION 1.1 DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning.

Cable Act: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., (the "1984 Cable Act"), amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 (the "1992 Cable Act") and by the Telecommunications Act of 1996, Public Law No. 104-104.

Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

Cable Television System or Cable System: The cable television system constructed, installed, operated and maintained in the Town of Westborough for the provision of video and audio within the Town, in accordance with the terms and conditions of this License.

Channel: A portion of the electromagnetic frequency spectrum which is in a cable system and which is capable of delivering a television channel (as television channel is defined by the Federal Communications Commission by regulation).

Division: The Massachusetts Cable Television Division, or a successor agency.

Downstream Channel: A Channel over which signals travel from the Cable System headend to authorized locations within the System.

Educational Access: The programming, Channels and facilities as may be allocated to the Town of Westborough for educational use in accordance with this agreement and with the Cable Act, 47 U.S.C. 531.

Effective Date: September 25, 2004

Execution Date: The date on which the last party, either the Issuing Authority or the Licensee, signs the License.

External Costs: Costs as defined in Section 76.922(d)(2) of the FCC's regulations, as such regulations may hereafter be from time to time amended.

FCC: The Federal Communications Commission, or a successor agency.

Gross Annual Revenues: Any and all compensation derived by the Licensee from the operation of the Cable Television System within the Town, including Subscriber and non-Subscriber revenues, including but not limited to, regular service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), leased access revenues and any other revenues, excluding revenues from the sale of a capital asset not in the ordinary course of business (cable equipment sales to Subscribers shall not be deemed within the foregoing exclusion for capital asset sales); bad debt; taxes in the nature of a sales tax, if any, and also excluding any revenues required to be excluded from franchise fee calculations pursuant to state or federal law. In the event Congress, the F.C.C. or a court of competent jurisdiction renders a final non-appealable ruling that defines cable modem service as a cable service for Title VI of the Communications, then cable modem service revenues shall be included in Gross Revenues.

Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

Institutional Network Channel or I-Net Channel: A Channel for upstream or downstream video, audio or data transmission on a network separate from the Subscriber network.

Issuing Authority or Franchising Authority: The Board of Selectmen of the Town of Westborough, Massachusetts, acting in its capacity as license Issuing Authority pursuant to M.G.L. ch. 166A, s.1.

Leased Channel or Leased Access: Any Channel available for lease for programming by persons other than Licensee in accordance with the 1984 Cable Act, 47 U.S.C. 532.

Licensee: Charter Communications Entertainment I, LLC, a Delaware corporation with a principal place of business at 95 Higgins Street, Worcester, MA 01606, or any successor or transferee or any parent corporation materially controlling the Cable System.

Municipal Access: The programming, Channels and facilities as may be allocated to the Town of Westborough for municipal access use in accordance with this agreement and with the 1984 Cable Act, 47 U.S.C. 531.

Premium Services: Programming delivered for a fee or charge to Subscribers on a per-Channel basis.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per day part basis.

Programming: Any video, audio, or text carried over the Cable Television System.

Public access: The Programming, Channels and facilities allocated to the Town of Westborough for non-profit public access use as may be allocated and provided in this agreement and in accordance with the 1984 Cable Act, 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, bridges, tunnels, and parkways to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

Subscriber Network: The 750 MHz Cable Television System to be owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

Town: The Town of Westborough, Massachusetts.

Upstream Channel: A Channel within the Cable System over which signals travel to the headend from origination points to the headend along either the Institutional Network or the residential Cable System.

Video Origination Point: A point in the Cable System where, using appropriate Public, Educational or Governmental Access Video equipment, an authorized Access user can connect to the Institutional Network and transmit video on an Upstream Channel to be retransmitted onto a Cable System Downstream Access Channel.

VCR: Video cassette recorder.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Communications Policy Act of 1984, as amended, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Westborough acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways, compatible easements and other Public Ways or places within the Town or within subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals.

Section 2.2 APPLICABLE LAW

This License is granted pursuant to Chapter 166A of the Massachusetts General Laws; pursuant to the federal Cable Acts of 1984, 1992 and 1996, 47 United States Code 521 et seq., and pursuant and subject to other general local, state and federal laws, and regulations, including but not limited to regulations of the Department of Telecommunications and Energy and its Cable Television Division and the Federal Communications Commission.

Section 2.3 TERM OF LICENSE

This License shall commence upon September 25, 2004 and terminate upon midnight, September 24, 2014.

Section 2.4 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) Consistent with M.G.L. ch. 166A, sec. 7, 207 C.M.R. 4.00, and the rules and regulations of the Federal Communications Commission, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably delayed or withheld. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Massachusetts Cable Television Division and on forms prescribed by the Division. The application for transfer consent shall be signed by authorized representatives of the Licensee and by the proposed transferee or assignee.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider the transferee's management experience, technical expertise, financial capability and legal ability to operate a Cable System under the existing license.

(c) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this License. Any transferee or assignee of this License shall be subject to all of the terms and conditions contained in this License.

(d) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section 2.4.

(e) The Licensee shall submit to the Issuing Authority an original and four (4) copies of the Federal Communications Commission license transfer application form, and, if required by the Massachusetts Cable Division, Massachusetts Form 100, requesting such transfer or assignment consent.

(f) Transfer of the Cable System without requesting Issuing Authority consent as required shall be null and void, and shall be a material breach of this License.

(g) If the Issuing Authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been effected, or in the event of an otherwise unlawful transfer, the Issuing Authority may revoke and terminate this License.

(h) In the event of a license transfer, the successor Licensee shall reimburse the Town for up to \$2,750.00 of the Town's costs associated with license transfer proceedings.

(i) In accordance with federal law, 47 U.S.C. 537, in the event a license transfer application is properly filed with the Issuing Authority, if the Issuing Authority does not act on the application within 120 calendar days from the Issuing Authority's receipt of the application, the application for transfer shall be deemed approved.

Section 2.5 NON-EXCLUSIVITY OF GRANT

This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose whatsoever subject to License Section 9.12.

Section 2.6 REMOVAL OR ABANDONMENT

Pursuant to M.G.L. ch. 166A, s. 5(f), upon termination of this License by passage of time or otherwise, and unless Licensee renews this License for another term or Licensee transfers this License to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the Public Ways and places and shall reasonably and diligently restore all areas to the condition they were in immediately preceding removal, unless pursuant to Section 2.7 of this License, the Issuing Authority effects a transfer of the property. If such removal is not completed within 180 calendar days after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

Section 2.7 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this License is revoked or renewal denied, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the 1984 Cable Act, 47 U.S.C. 547, by transferring the Cable System pursuant to said Section 627 of such Act.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 CABLE SYSTEM AND INSTITUTIONAL NETWORK

(a) Licensee shall maintain and operate the Cable System in existence as of the expiration of the prior license and the Institutional Network ("I-Net"), with the Cable System continuing to have not less than 750 MHz (capacity for 78 downstream Channels plus 200 MHz digital capacity), addressable technology and two way capability with the foregoing 750 Mhz and addressable technology available to all residential Subscribers and all homes passed or to be passed by the Cable System. The Cable System shall be able to receive and transmit community-specific programming independent from that offered in other Towns. The main distribution backbone or trunk cable connecting Licensee's headend to the Subscriber system as well as any backbone or trunk cable extensions to local distribution nodes shall utilize fiber-optic cables and laser powered transmission into the fiber. Feeder cable and Subscriber drops may be coaxial cable.

(b) Subsequent to the effective date hereof, Licensee shall continue to maintain the availability of not less than seventy-eight programmed Channels, subject to applicable must-carry rules and other applicable law, unless Licensee finds that said number of Channels cannot be provided in a commercially practicable way. Licensee shall be available to meet with the Issuing Authority and discuss for informational purposes only any program changes in advance of the implementation of such changes.

Section 3.2 HEADEND

Headends and any other reception facilities will be equipped with the equipment necessary to receive, process, and deliver all signals carried on the Cable System or I-Net and to meet all required technical performance standards required by this License and federal law. Upon request, Licensee shall certify to the Issuing Authority that signal quality will not be negatively affected by equipment changes or relocation, however, the Issuing Authority will be provided sixty days advance notice of such a principal headend relocation. Licensee shall provide information and data, as requested by the Issuing Authority in writing or at a hearing, to verify the effects of such relocation on signal quality.

Section 3.3 SERVICE AREA

The Service Area shall continue to be the entire Town.

Section 3.4 MAPS

If requested by the Issuing Authority, the Licensee shall provide the Town with accurate strands maps of all existing trunk and feeder installations not later than forty-five (45) days after such request. Thereafter, upon request of the Issuing Authority, the Licensee shall allow the Issuing Authority access to inspect accurate as-built maps of all Cable System plant on the company's local premises, for review purposes only, which maps shall be updated to show changes in such installations. In the event Licensee maintains computer readable and GIS-compatible strand maps of the existing trunk and feeder, Licensee shall upon reasonable request provide same to the Town in a computer readable form.

Section 3.5 SERVICE TO RESIDENTIAL DWELLINGS

(a) Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 250 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 250 feet from the Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only. The amount by which the cost of underground installation exceeds the average cost of a 250 foot aerial installation, shall, consistent with the 1992 Cable Act, and regulations thereunder, be charged to Subscribers on a cost basis in accordance with F.C.C. rules.

(b) Provided Licensee has at least sixty (60) days prior notice concerning the approximate time of opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame, provided in either case that necessary easements are made available to Licensee in the same manner as made available to other utilities. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority shall exercise reasonable efforts to have the Planning Board and developers give timely notice of subdivision trenching to the Licensee and Licensee shall exercise reasonable efforts to periodically check with the Planning Board to identify such subdivision trenching and conduit installation. To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its reasonable efforts to have the Planning Board (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for distribution plant installation; (ii) require that a plan for the distribution plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

Section 3.6 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall continue to provide, or provide, as applicable, at no charge to the Town, one activated outlet of Basic Service, at municipal buildings, except that Town Hall, police and fire stations, the headquarters of the Department of Public Works/Highway Department and all public school buildings shall also receive at no charge to the Town, one activated outlet of expanded

basic service (now known as Cable Network Service). Licensee will install such service at its own cost within sixty (60) days of said request. Any such outlets and service provided under the prior license shall continue to be provided notwithstanding any omission herein to expressly identify sites receiving such outlet so long as outlet and service are still within a municipal building for municipal use. At any such location, the Town shall designate a person to be responsible, on behalf of the Town, to supervise such service and connections. Upon Issuing Authority written request, Town Hall shall be provided one additional outlet for regular service and an additional video origination point. With respect to service to the municipal locations, the presumption is that cable service will be unscrambled and converters and/or receivers are not necessary for the services to be provided hereunder, however, if necessary for actual physical reception of the services to be provided hereunder, and upon Town written request, converters or receivers shall be provided to Town Hall, police headquarters, DPW/Highway Department and School Superintendent's Office, subject to Town accepting responsibility for loss or damage of same resulting from negligence or theft, but Town is not responsible for ordinary maintenance of said converters or receivers.

Section 3.7 SERVICE TO PUBLIC SCHOOLS

(a) Licensee shall continue to provide, at no charge to the Town, outlets of Basic Service and expanded basic service (now known as Cable Network Service) as those tiers are currently defined by the FCC, to all public school buildings, including any school locations receiving same as provided under the prior license. With respect to schools not fully wired for cable, if requested by the Issuing Authority, Licensee shall provide, and install in each public school, two (2) additional outlets per floor, activated for non-premium and non pay-per-view cable service and I-Net transmissions except in the case of the High School which shall receive four (4) additional outlets per floor. Notwithstanding the foregoing, such installations shall not require contact with asbestos, drilling through concrete or cinder blocks, or be in areas requiring use of plenum wires which are different from wires or cables in standard installations. With respect to additional wiring of schools, beyond the above, Licensee shall provide the cable, connectors and other fixtures necessary for the installation of additional outlets in the public schools on an as needed basis upon the request of the Issuing Authority, however, the Town or School Department shall be responsible for installation. Such cable and connectors shall also be provided in the event of new school construction or renovation creating opportunities for wiring in open walls and surfaces. With respect to service to the public school locations, the presumption is that cable service will be unscrambled and converters and/or receivers are therefore not necessary for the services to be provided hereunder, however, if necessary for actual physical reception of the services to be provided hereunder as a result of Licensee's scrambling/encoding of the services. The Licensee shall discuss the location of each connection with the proper officials of the Town or School Department prior to the installation of said service.

(b) Licensee shall provide its reasonable free technical advice should the Issuing Authority or School Department undertake the wiring of additional public classrooms for cable service (beyond what is required above). With respect to cable connections, the Issuing Authority or School Department shall insure that such wiring conforms to Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards. Notwithstanding the above,

the Issuing Authority shall be responsible for the cost of eliminating signal leakage caused by non-standard installation or use by the School Department.

Section 3.8 EMERGENCY AUDIO ALERT

(a) The Licensee shall maintain an emergency audio override alert system in compliance with the federal emergency audio override alert requirements. In addition, Licensee agrees to maintain its current alert capability through June 30, 2011, unless such capability shall be terminated at an earlier date under applicable law. The Issuing Authority shall designate a single public official responsible for accessing an emergency cable override system and shall designate an alternate public official who may access the emergency system in the event of the absence of the foregoing individual. The Issuing Authority shall comply with additional guidelines promulgated by the Licensee for use of the emergency audio system; the Licensee shall develop the guidelines in consultation with the Issuing Authority and shall consider in good faith any Issuing Authority comments on such guidelines. The Town shall hold the Licensee harmless, and indemnify it for direct acts of the Town, which cause damages, as determined by a court of law, to Licensee or third parties which are a direct and proximate cause of the Town's negligence in the use of said emergency audio override.

(b) On the fifth anniversary date of this License or during the 12 month period following the fifth anniversary, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss the status of the local audio override system and the possibility that Issuing Authority funds could be used to establish a new local override system compatible with the Licensee's cable system and equipment or modify the existing local override system. In the event the Issuing Authority requires financial, operational or technical feasibility of local override options, Licensee shall respond within 45 days after receipt of such request. The Licensee, without commitment to any such upgrading or modifications, will undertake to give full and reasonable consideration to proposals for Issuing Authority-funded initiatives relative to a local override system initiated by the Issuing Authority following such review sessions.

(c) Licensee shall provide A-B switches, upon Issuing Authority request, for municipal outlets, to facilitate switching from cable to broadcast transmission during a loss of service.

Section 3.9 STAND-BY POWER

The Licensee shall maintain automated standby power at the headend facility. Such stand-by power shall have capability to provide power for a period of time consistent with then current industry standards, and shall become activated automatically upon the failure of normal power supply.

Section 3.10 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable tree trimming of trees on private property.

Section 3.11 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install compatible cable. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said underground construction shall be required only if and when it is required of all utilities and on the same street. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) found by the Issuing Authority to be reasonable, ii) at the sole cost and expense of the Licensee, iii) does not interfere with the Town's use or anticipated use of said conduit(s), and iv) the Town has authority to allow such use. Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program pursuant to MGL ch.82, s.40.

Section 3.12 PEDESTALS AND VAULTS

In any cases in which vaults or control boxes housing passive or active devices are to be deployed by Licensee in the Town public ways or within the Town public lay-out, such equipment shall be placed in customarily used low-profile, electronic control box in accordance with and subject to applicable laws, by-laws and regulations. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 3.4 herein. The Town acknowledges the desirability of acting expeditiously and in good faith to reasonably facilitate such deployments, subject to applicable law. The parties acknowledge that Licensee has the right to petition for a grant of location, or other approvals as applicable, for devices other than those referenced herein to be placed in the right of way.

Section 3.13 PUBLIC PROPERTY: RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored to essentially as good a condition as before entry but to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable

time, the Town may fix a reasonable time and notify the Licensee in writing of the required restoration and the time for performance. Upon failure of the Licensee to comply within the time specified, the Town may make or contract for restoration and repairs and the reasonable and itemized expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with M.G.L. ch. 166A, Section 22 and applicable law.

Section 3.14 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least thirty (30) days advance notice of any such move.

Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.16 TOWN USE OF LICENSEE POLES AND CONDUIT

The Town shall have the right to attach where space permits to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes, excluding the provision of telecommunications and cable television services on a commercial basis. All such placements by the Town shall conform with all applicable rules and regulations. Any such use of Licensee's ducts and poles shall be in a manner approved by Licensee and with Licensee's personnel present. The costs for such placements by the Town shall be borne by the Town. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town.

Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule. Licensee shall not cause any such relocation of fire alarms or fire alarm equipment without prior notice to and approval by the Town.

Section 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine repairing or testing the Cable System only during periods of minimum use.

Section 3.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishments in the Town upon the parties reaching a reasonable and non-discriminatory agreement regarding the terms and costs of initial installation and service, including commercial line extension costs if applicable, in accordance with applicable law. It is herein acknowledged that certain programming service may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers and that certain other programming shall be available to non-residential Subscribers at commercial rates only.

Section 3.20 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right to reasonably inspect all line extension, installation and/or upgrade construction work performed subject to the provisions of this License and to make such tests, during normal business hours, as it shall deem necessary to ensure compliance with the terms and conditions of this License and applicable law. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give forty-eight hours prior notice if possible, of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

Section 3.21 CONSTRUCTION, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render service to Subscribers consistent with the following laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System shall be in conformance with the applicable provisions of the National Electrical Code, the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division within the Department of Telecommunications and Energy, the Department of Telecommunications and Energy and the FCC and all Town building and zoning codes and all land use restrictions, street opening and grant of location laws of general applicability.

(b) All FCC regulations and standards concerning signal quality and technical standards are incorporated as independent standards in this License, including but not limited to 47 CFR 76.601 sub-part K, et seq. incorporated herein by reference, however, the parties acknowledge that pursuant to the Telecommunications Act of 1996, said standards are only locally enforceable to the extent allowed by federal law. Notwithstanding the foregoing, Licensee will, upon request of the Issuing Authority, review Licensee's compliance with said standards. Copies of any technical performance tests that may be required under FCC rules and regulations shall be

submitted forthwith, upon request, to the Issuing Authority. Upon request of Issuing Authority, Licensee shall apprise Issuing Authority of known signal quality problems, if any, and disclose Licensee plans with respect to same.

(c) Licensee shall take appropriate measures to minimize audio variations among Channels in the Cable System.

(d) In the event of Subscriber complaints about signal quality resulting from problems, if any, with the Subscriber drop, Licensee will replace the Subscriber's drop at the residence of the complaining Subscriber if needed to remedy the signal problem at no cost to the Subscriber.

(e) With respect to a widespread and recurrent pattern of signal quality problems, if any, the Issuing Authority may require Licensee to report on same within 10 calendar days of a request by the Issuing Authority. Licensee shall report on the nature of the problem and on any corrective action to be taken. If after that the Issuing Authority has reasonable basis for finding that Licensee appears not to be in compliance with technical specifications, the Issuing Authority shall have the right to require that Licensee's senior engineer shall conduct additional tests and issue a detailed report to the Issuing Authority pertaining to such tests.

(f) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

(g) The foregoing Section 3.21 shall be applicable to the existing I-Net as well as the residential Cable System.

Section 3.22 MAINTENANCE LOG

Licensee shall maintain an annual log or computerized listing, showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance, which log or listing shall be in accordance with any applicable Massachusetts regulations.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee. In such case, the Town shall notify Licensee of the cables which have been cut or removed.

Section 3.24 PRIVATE PROPERTY

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, MGL c.166A, Section 22. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System to the condition in which such property existed immediately prior to the damage or construction at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any unreasonable disturbance of or nuisance to private property in the Town.

Section 3.25 TECHNICAL CHANGES

On the second, fourth and sixth anniversary dates of the effective date of this License, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss technological developments in the cable television industry, and the possibility of further upgrading the Cable System, taking into full account the economic and technical practicality for consideration of such upgrading. The Licensee, without commitment to any such upgrading, will undertake to give full and reasonable consideration to proposals for upgrading initiated by the Issuing Authority following such review sessions.

Section 3.26 CHANGE-OVER PROCEDURES

During a rebuild or upgrade, if any, the Licensee shall complete the change-over to all Subscribers in accordance with the following procedures:

- (a) The Licensee shall provide prior notice by mail to Subscribers of changeovers to the upgraded system. The Licensee shall publish in the local paper (a Westborough paper, if available) the details of any changeover including the areas affected and the proposed dates for the changeover to occur.
- (b) If after such upgrade, or any further expansion of Channel capacity under this License, Licensee has knowledge that there are Subscribers who are using converters which are not capable of receiving the fullest level of non-premium programming, then Licensee shall use reasonable efforts to contact such Subscribers and make arrangements to deliver the new converters, if any, to the Subscriber's home, however, Subscribers shall have the option of returning the old converters to the Licensee's place of business. If Licensee does not have knowledge of particular individuals who need such new converters (or digital receivers), but does have knowledge that there are Subscribers who need them, it shall advertise the availability of the new converter in local newspapers, or cablecasting and a form of written notice to Subscribers.

SECTION 3.27 DISCLOSURE OF FINANCIAL AND OPERATING INFORMATION

Whenever this License requires the Licensee to disclose financial or operational information to the Town, such disclosures shall encompass those documents and records kept by the Licensee in the ordinary course of business and which may be discovered in accordance with the laws and regulations of Massachusetts and/or the federal government, including the FCC. The Licensee's requirement to produce records shall be governed by the Cable Act, FCC regulations including its local regulation and cost-of-service guidelines, Division regulations and applicable law.

SECTION 3.28 ALLOCATIONS

In any proceeding between the Town and the Licensee regarding financial information, the Town acknowledges that Licensee may make certain allocations of revenues, expenses, assets and liability accounts and the Licensee acknowledges that the Town may require financial reports to show such allocations for Westborough only. Such allocations shall be according to generally accepted accounting principles as well as Massachusetts and federal law and regulation and shall treat all communities subject to such allocations in an equitable manner.

SECTION 3.29 CONTINUITY OF SERVICE

In the event of any License assignment or transfer, or filing of bankruptcy by Licensee, Licensee shall exercise best efforts to prevent any interruption of service or loss of service, except for technologically necessary Service Interruptions, until such time as reasonable arrangements are made to assure continuity of service by Licensee, or by an assignee or transferee or subsequent operator. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify subscribers of such interruptions in advance.

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 BASIC SERVICE

The Licensee shall provide a basic service, which initially, on the effective date of the Renewal License, includes all the programming that is presently available on the Basic Tier, which may be modified at Licensee's sole discretion at any time with a thirty (30) day notice to the Issuing Authority by Certified Mail, but at all times in accordance with all applicable laws.

Section 4.2 DISCOUNT PROGRAMS

(a) All Subscribers who are receiving a senior citizen/handicapped head of household discount as of the Effective Date of this Renewal License will continue to receive the same discount. For those individuals who become cable Subscribers following the Effective Date of this License, the following shall be the criteria for receiving the senior citizen discount: (i) Sixty-five years of age or older or for existing Subscribers who attain sixty-five years of age; (ii) Head of Household; (iii) Recipient of one of the following: Medicaid, Government fuel assistance, Supplemental Security Income (SSI), V.A. benefits, or a recipient of senior citizen tax abatements.

(b) If the applicant qualifies, he/she shall receive a 10% discount on the Basic Tier only. Said discounts shall not apply to programming packages, Premium Services or Pay-Per-View Services, any other non-Cable Services or to any goods offered for sale or rent by the Licensee. Said discounts shall be administered by the Licensee.

(c) For nursing homes, Licensee shall make available and endeavor to negotiate with the operators of such facilities, bulk-billing arrangements and discounts, consistent with applicable F.C.C. regulations.

(d) The Licensee shall maintain the grandfathered senior citizen and handicapped residents discounts in effect on the Effective Date of this Renewal License and the going-forward senior discount set forth at subsections (a) and (b) above for the entire term.

(e) In no event shall the Licensee externalize, line-item and/or otherwise pass-through to Westborough Subscribers any costs associated with the senior citizen and handicapped residents discounts pursuant to this Section.

(f) Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

Section 4.3 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b)(iii)(B), Licensee shall make available Channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.4 STEREO TV TRANSMISSIONS

Licensee shall use diligent efforts to ascertain community interest in the transmission of additional satellite-delivered stereo signals.

Section 4.5 CHANNEL LINE-UP; ELECTRONIC PROGRAM GUIDE

Licensee shall provide the Issuing Authority and the Subscribers thirty day advance notice of Channel line-up changes including all Channel reassignments, additions or deletions within the control of Licensee, with the foregoing in accordance with applicable law. Where Channel line-up changes are not in control of Licensee, Licensee shall provide such advance notice as soon as is reasonably possible. Consistent with the foregoing, if the Channel line-up change is the result of circumstances beyond the control of Licensee including but not limited to programming changes resulting from federal retransmission consent rules, Licensee shall not be deemed in non-compliance for failure to give thirty (30) day advance notice of the change. When Channels are added or deleted, the Licensee shall provide each Subscriber with written channel information indicating the new Channel line-up, however, in the event of a non-substantial change, as defined by the Department of Telecommunications and Energy or its Cable Division, said written information need not involve written notice to each individual subscriber. In the case of Channel reassignments, if notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. Subject to broadcaster agreement and applicable law, whenever practicable, Licensee shall keep broadcast signals on their original broadcast Channels. In addition, Licensee shall continue to display an electronic program guide on its Cable System, indicating on an ongoing basis the program listings for the system. Licensee shall use its diligent efforts to carry program services desirable to Westborough Subscribers and shall, not less than once annually, consult with the Issuing Authority or Cable Advisory Committee, if requested, to survey the Issuing Authority concerning suggestions or comments concerning program services of interest to Westborough residents.

Section 4.6 REMOTE CONTROL DEVICES; CONVERTERS/RECEIVERS

Licensee shall allow Subscribers to purchase remote control devices from parties other than the Licensee and to utilize remote control devices which are compatible with the converter installed by Licensee. Licensee shall not charge for the remote device or for use of a remote device when Subscriber has purchased and uses his/her own remote control, however converter charges shall be in accordance with F.C.C. regulations. Licensee shall also allow Subscribers to purchase their own compatible tuning converters/receivers that are not designed for descrambling/decoding and are subject to Licensee's retaining power to prohibit Subscriber converters/receivers from circumventing signal scrambling/decoding.

Section 4.7 REBATES

Licensee shall grant a pro rata credit or rebate to any Subscriber whose cable service is interrupted, including full loss of either audio or video, for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a Subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or premium service interruption. Licensee, in its discretion may grant a pro rata credit or rebate to a Subscriber whose entire cable service is interrupted for a period less than 24 hours where the Subscriber shows he or she effectively lost service for a particular day.

Section 4.8 RATE FILINGS

Licensee shall, upon request, provide Issuing Authority with documents filed in any F.C.C. or state rate proceeding and Licensee will provide other information in accordance with applicable state and federal rules and regulations.

Section 4.9 EDUCATIONAL SERVICES

(a) Upon the request of the principal of a particular public school, Licensee will participate in Cable in the Classroom outreach by providing one set of Cable in the Classroom materials to that public school. One set of Cable in the Classroom materials will be regularly sent to the superintendent of the School Department if requested.

(b) In the event the School Department or public schools within the Town interconnect to and receive educational program services, Licensee will interconnect the public schools such that all public schools can simultaneously receive MCET programming originally received at such schools as are interconnected with MCET. Licensee's interconnection of schools shall be through the I-Net and educational access channel and shall be such that each school shall have the capability to be an insertion point where other school sponsored programming may be cablecast to all other schools within the Town, subject to such schools buying modulators and processors as may be needed, except to the extent that Licensee is otherwise expressly required to provide modulators and processors.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 5.1 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

On February 1, 2005, a non-profit Access Corporation organized under M.G.L. c. 180, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental (“PEG”) Access Programming to Subscribers, pursuant to the provisions of this Article 5 herein. For the five (5) month transition period prior to the Access Corporation’s assumption of responsibility for PEG Access as set forth below, Licensee shall continue to provide the current level of PEG services as provided and required as of one day prior to the effective date of this Renewal License. After such five month transition period, in the event Town access users, the Access Corporation, or the Cable Committee request assistance from Licensee’s access personnel, and such personnel are available to help with such requests, such services would be subject to an hourly charge of forty (\$40.00) dollars and, if not paid on a timely basis, such charges could at Licensee’s option be deducted from any payments owed to the Town under Section 5.4.

Section 5.2 ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 5.3 below;
- (2) Manage the annual and other funding, pursuant to Section 5.4 below;
- (3) Purchase and/or lease facilities and equipment with funding pursuant to Section 5.5 below, including construction and/or relocation of facilities as needed;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels, subject to the terms of this Renewal License;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers including programming focusing on Town issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment and other technology access as appropriate and necessary. Further with respect to Access Corporation operations, it shall be a condition of its funding that the Access Corporation, once formed, exercise diligent efforts to apply for tax exempt non-profit charitable organization status from the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

Section 5.3 PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available to the Town and/or the Access Corporation three (3) full-time Downstream Channels for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town and/or to the Access Corporation, and without externalized and/or passed-through costs to Subscribers except as permitted in accordance with F.C.C. rules governing the externalization and pass-through of franchise-related costs.

(c) As of the Effective Date of this License, Licensee provided Channels 11, 12 and 13 on the Subscriber Network as the channel locations of the PEG Access Channels. The Licensee shall not change said channel locations, without the advance, written notice, not less than thirty (30) days in advance, to the Issuing Authority. In the event that the Licensee does have to change any of said PEG Access Channel locations, the Licensee shall (1) provide the Issuing Authority with reasonable, advance, written notice of such fact; (2) provide the Issuing Authority with marketing assistance in order to inform Subscribers of a new channel location(s); and (3) provide the Issuing Authority with \$500.00 per access channel re-location to cover the costs related to relocating any of said channels. Any such PEG access channel relocation shall be to a regular comparable video channel unless otherwise agreed by the parties and such access channel shall in any event continue to be within the Basic Service Tier, subject to applicable law.

Section 5.4 ANNUAL SUPPORT FOR PEG ACCESS

(a) As provided in Section 5.1, during the first five months of the License during the transition period prior to Access Corporation assumption of control of access responsibilities on February 1, 2005, the Licensee has committed to provide the same level of PEG Access services in effect and required as of one day prior to the Effective Date of this License. On February 1, 2005, the Access Corporation shall assume full control of all PEG services, and Licensee agrees to pay to the Issuing Authority, or if so designated in writing by the Issuing Authority in writing to the Access Corporation, on February 1, 2005 the amount of \$60,666 for operations during the period from February 1, 2005 through September 24, 2005.

(b) Thereafter, on September 25, 2005, the Licensee shall provide an annual payment in the amount of \$150,000 to the Town the Issuing Authority, for PEG Access purposes. In future years, said payment amounts shall be adjusted annually for inflation by two percent (2%), or the Consumer Price Index (CPI), whichever is greater, as illustrated on Schedule 5.4(b)/5.5(a). On September

25, 2008, the Licensee shall make an annual payment to the Town in the amount of \$165,000, or the Access Corporation if so designated by the Town. Thereafter, said payment amount shall be adjusted annually for inflation by two (2%), or the CPI, whichever is greater. It is provided, however, that in any future year, if Licensee's total franchise fee payments exceed five percent (5%) of Licensee's Gross Annual Revenues, such payments shall be reduced proportionately in order that they not exceed the 5% limit set out under federal law. The foregoing five percent (5%) cap shall apply to the annual aggregate of annual payments for the PEG Access as required under this paragraph and payments to the Issuing Authority and State pursuant to M.G.L. c.166A, s.9, and the intent hereof is to codify the Cable Act 5% cap on payments within the Cable Act definition of subject franchise fees; however, payments for PEG Access equipment, facilities and capital payable under Section 5.5 shall not be counted toward said 5% cap.

(c) Said PEG Access payments shall be made on an annual basis, within ninety days of the anniversary of the payment date (being September 25 for each of the years following the Effective Date of this Renewal License). With respect to the ninth such annual payment, said ninth annual payment shall be due on the final day of this Renewal License, the ninth anniversary of the Effective Date of the License.

(d) In the event that during the License term the Access Corporation dissolves, disbands or otherwise becomes defunct, Town representatives and the Licensee shall meet to discuss the appropriate disposition of any remaining annual or capital payments pursuant to this Article 5. The Town may elect that any such future PEG-related payments be made to an alternate designee of the Town in furtherance of its PEG-related program, subject to applicable law. The Town reserves the right to discontinue or reduce such payments.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to five percent (5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority and the Access Corporation of such use of the Cable System by such Person(s). The Licensee's responsibility under this Section 5.4(d) ceases upon the Licensee's completion of the notifications required under this subsection.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

(g) Licensee shall externalize and line-item the payments including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, as permitted under Federal law.

Section 5.5 CAPITAL FACILITY, EQUIPMENT, CONSTRUCTION AND FUNDING

(a) No later than ninety days from the date the License has been signed by both parties, the Execution Date, the Licensee shall make a facilities and equipment payment to the Issuing Authority or the Access Corporation, as directed by the Issuing Authority in writing, in the amount of One Hundred Sixty-six Thousand Dollars (\$166,000.00) for Access Corporation purposes, provided however that said amount shall be reduced by \$2,000.00 to account for the Town's contribution to the construction of cable plant to the new studio location. Accordingly, the foregoing payment to the Town for Access is One Hundred Sixty-four Thousand Dollars (\$164,000.00).

(b) On the fourth and seventh anniversaries of the Effective Date, Licensee shall make facilities and equipment upgrade and replacement payments to the Issuing Authority or the Access Corporation, as directed by the Issuing Authority, in the amounts, respectively of \$50,000.00 and \$50,000.00.

(c) In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through such capital/equipment costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(c) Under no circumstances shall said capital/equipment payments be counted against the annual funding payable to the Access Corporation pursuant to Section 5.4 above.

(d) Effective February 1, 2005, Licensee shall no longer be required to lease and maintain the existing studio provided pursuant to the prior License.

(e) In the event that the Issuing Authority or the Access Corporation enters a binding commitment to purchase, lease or otherwise occupy a new studio space, then Licensee shall pay to the Issuing Authority or the Access Corporation, as determined by the Issuing Authority, the costs of relocating and installing the existing equipment in the new studio, and Licensee shall similarly pay to the Issuing Authority or Access Corporation not to exceed an amount of \$85,000.00 for new studio facility construction and build-out, with said payment being within ninety days of a written request from the Issuing Authority or from the Access Corporation, subject to Issuing Authority authorization. Should such request be at the beginning of the License term, said payment, once requested, would be due ninety days from the date both parties have executed the License.

(f) In the event that the equipment payments required herein are not tendered to the Access Corporation on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

(g) The annual and capital payments for access provided pursuant to this Article 5 shall be payable either to the Access Corporation, if so directed in writing by the Issuing Authority, or into a restricted account, restricted to use for PEG Access purposes, and not payable into the general fund.

Section 5.6 PEG ACCESS EQUIPMENT OWNERSHIP

As of the Access Corporation's assumption of responsibility for PEG access by February 1, 2005, the Town and/or the Access Corporation, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Section 5.5 above and shall receive, for exchange of good and valuable exchange of promises herein, all of the existing local programming, and studio equipment and facilities, including studio office equipment which is not part of Licensee's customer service operation, provided during the Prior License and located within Westborough as of the expiration of the Prior License (September 24, 2004). The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment. Any Access Corporation use of such equipment shall be subject to the Access Corporation's first securing customary liability insurance for use of said equipment for PEG access and related purposes.

Section 5.7 RECOMPUTATION

(a) No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and recomputation of the Franchising Authority. The audit period shall cover no more than the previous three (3) years.

(b) If, as a result of such audit or any other review, the Franchising Authority determines that the Company has underpaid its fee in any twelve (12) month period, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority an interest charge computed from such due date, at the annual rate of two percent (2%) over the prime interest rate.

Section 5.8 PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards equal with those which apply to the Cable System's commercial channels pursuant to the FCC's technical standards. The Licensee shall not be responsible for the production quality of the PEG Access Programming.

Section 5.9 ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, each PEG channel shall be modulated (subject to negotiations upon review of locations), then transmitted from the locations as listed in ***Schedule 5.12*** hereto, including the new Access Corporation studio, to the Cable System Headend or Hub, on an Upstream Channel, with one such upstream channel for each PEG access channel, made available, without charge, to the Town and the Access Corporation for their use.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that PEG Access Programming is sent upstream to the Headend, where such PEG Access Programming will be automated and electronically switched to the appropriate Downstream Channel, in an efficient and timely manner (which ordinarily shall mean automated switching and/or processing, if technically feasible). At the Headend or the Licensee's Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Licensee shall be responsible for automated switching of the PEG Access Programming at its Headend and as necessary, at its hub site, provided that the method of automated switching shall be determined by the Licensee.

(c) The Licensee shall provide and maintain all necessary processing equipment in the Cable System Headend and hub site in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel, so long as such switching occurs within the Town of Westborough and does not require switching to neighboring towns. Nothing herein shall require the Licensee to provide end-user equipment, however, Licensee shall continue to be responsible for providing and maintaining the modulators and demodulators (or equivalent technology and capability) for access channel use as provided as of the expiration of the Prior License.

Section 5.10 CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required by applicable law.

Section 5.11 MISCELLANEOUS

(a) It is the intent hereof that individual public access producers be responsible for the content of their own programming, acts and omissions and that neither the Town, the Licensee nor the Access Corporation shall be liable for the foregoing individual public access potential liabilities. Further, the parties acknowledge that the Access Corporation may require individual producers to sign User Forms acknowledging individual producer responsibility for producer public access programming and that the Access Corporation may adopt guidelines or rules relevant to programming to the extent consistent with applicable law.

(b) Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted on the access Channel(s).

Section 5.12 INSTITUTIONAL NETWORK

(a) The Licensee shall maintain, at its sole cost and expense, the four hundred and fifty Megahertz (450 MHz) Institutional Network, ("I-Net") existing on the effective date of this License, to be used by the Town and organizations designated by the Issuing Authority and by

Licensee. Said I-Net shall be capable of providing thirty-three (33) channels in the downstream direction and fifteen (15) channels in the upstream direction.

(b) The Town shall have unlimited use of the I-Net for noncommercial and governmental purposes over eight (8) video quality upstream channels; seventeen (17) video quality downstream channels; and thirty (30) narrow band upstream channels. Should the Town have need for additional capacity on the I-Net, upon request of the Issuing Authority, such capacity shall be made available from channels on the I-Net that Licensee is not using, subject to reversion of these channels to the Licensee for its own business purposes. In the case of such reversion, or if there are no unused upstream channels on the I-Net at the time of the Issuing Authority's request for additional capacity, Licensee shall, through installation of point-to-point cable lines; or, through signal compression; or, otherwise, provide origination capacity to locations of frequent utilization such that two (2) channels of the Town's allocation of eight (8) may be relieved of this purpose and thereby, be available for the Town's further utilization.

(c) The I-Net shall be capable of carrying video, audio, text and data transmission(s) between the public buildings and the locations specified in Schedule 5.12 of this License. The I-Net shall be further capable of transmitting, between such public buildings, for among other things, 1) electronic mail, 2) interactive teaching, 3) energy management monitoring, 4) security monitoring of municipal buildings, 5) fire detection and 6) municipal training; but not including user terminals such as computers, to implement the same. Designated Users shall be able to transmit to other institutions using a portable modulator and/or other necessary equipment.

(d) The Licensee shall maintain the I-Net sites and origination points along the I-Net route listed in Schedule 5.12 of this License, attached hereto and made a part hereof. Licensee shall extend the I-Net to municipal or PEG buildings designated by the Issuing Authority during the term of this License at a cost not to exceed \$10,000.00. Any costs to affect such extension which exceed \$10,000.00 shall be borne by the Town. The parties acknowledge that the cost to construct new cable plant to the new studio 30 Lyman Street location is \$12,000. Ten thousand (\$10,000.00) will be provided by the Licensee pursuant to this Section with the remaining \$2,000.00 paid by the Town with funds provided pursuant to Section 5.5(a). Said new studio shall be interconnected to the I-Net for regular PEG access purposes and functional for said PEG access purposes not later than February 1, 2005. Upon construction to the Access Corporation, Licensee has fulfilled its obligation under this subsection. Any additional drop requests shall require cost reimbursement by the Town for Licensee's actual costs for time and materials. Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation and design approval by the Town, for aerial Drops, and within ninety (90) days of designation and design approval by the Town, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet.

(e) The I-Net shall be interconnected with the Subscriber Network, at the Sub-Headend, or functionally equivalent site, in order that signals originating from I-Net origination points can be

sent upstream and then switched to a downstream Subscriber Network channel. There shall be no charge to the Town for such switching.

(f) The Licensee shall have the sole responsibility, at its sole cost and expense, for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control, but including all necessary inspections and performance tests. The Licensee shall be responsible, at its sole cost and expense, for maintaining all existing switching of video signals between the Subscriber Network and the I-Net. Any future switching requirements would be reviewed by the Licensee for feasibility and cost considerations and based on these factors, may require negotiation between the Licensee and the Issuing Authority in order to implement such future requirements.

(g) The I-Net shall be operated in compliance with the System Technical Specifications found in Schedule 3.23, attached hereto. In the event that there are technical problems with the I-Net, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist.

(h) Any use of the subscriber network by Town Departments as of the execution date of this License of this License shall be grandfathered on the same terms, limited to the tenure of this License.

Section 5.13 CONTINUED WATER DEPARTMENT USE

As provided during the Prior License term, Licensee shall continue to provide the Town with the same Cable System upstream bandwidth and equipment as provided for non-commercial municipal use by the Department of Public Works, for existing sewer pump station alarm system data transmissions unless such shall become cost-prohibitive to Licensee and subject to Department of Public Works continuing its existing system of sewer pump station alarm technology. Subject to Town paying for the cost of adding additional sewer pump stations to the alarm system network, Licensee shall add such additional sites to the system.

ARTICLE 6

LICENSE FEES

Section 6.1 LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's Regional Vice-President of Finance documenting, in reasonable detail pursuant to Section 5.4(d) supra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual funding (Section 6.4), but shall not include the following: (i) any interest due herein to the Town because of late payments; and/or (ii) any liquidated damages herein (Section 11.2).

Section 6.2 PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 6.3 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 6.4 LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 6.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 6.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 6.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.5 AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 6.6 METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town, unless otherwise designated in writing by the Town that the funds should go to its designated Access Corporation.

ARTICLE 7

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 7.1 PAYMENT CENTER

(a) As of the Effective Date of this License, Licensee will no longer provide a customer service office as it did pursuant to its prior License. Subject to the reasonable availability of a third-party payment service center, the Licensee shall use reasonable efforts to continue to provide for and maintain a third-party payment center for the entire term of this License, at a location convenient to its Subscribers within the Town, for the purpose of accepting Cable Service payments. Additionally, the Licensee shall notify annually its Westborough Subscribers of its nearest full service customer service office and Westborough subscribers shall be able to use any Licensee customer service office existing in other Massachusetts cities or towns.

(b) The Licensee shall maintain a publicly listed toll-free telephone number for Subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C.'s requirements for service during normal business hours. Customer service representatives will answer Subscriber calls during normal business hours as defined by the F.C.C. in the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, s. 76.309 (c)(4) attached as Schedule 7.1.

Section 7.2 TELEPHONE ACCESS

(a) Qualified customer service representatives will be available to respond to customer telephone inquiries in accordance with Section 7.1 of this License. Such representatives will provide information to help Subscribers troubleshoot basic problems including VCR/cable interconnect problems.

(b) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time 24 hours per day, 7 days a week. In enforcing this provision, the Issuing Authority shall take into considerations any temporary special circumstance effecting the Licensee's ability to comply (such as upgrading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Notification of said temporary circumstances shall be given thirty (30) days before its commencement and upon request, the Licensee shall meet with the Town's representatives to discuss methods of notification to subscribers in those instances where, in Licensee's professional judgment, subscriber notification is warranted. Licensee agrees to maintain an automated call distribution system capable of monitoring compliance with this standard and shall provide the Town, upon written request, with quarterly printouts of telephone response data. For the purposes of this paragraph and Article 7 generally, the term normal

operating conditions shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (which standards are attached and incorporated herein).

Section 7.3 INSTALLATION, SERVICE CALLS AND COMPLAINTS

(a) The Licensee shall install cable service in all areas of the Town to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installations and within ten (10) business days, weather permitting, of a request for underground installation, subject to Licensee's receipt of necessary permits and easements on reasonable terms.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in a weekday morning block, weekday afternoon block, weekday evening block, or a Saturday block. Evening service visits (after 6:00 p.m.) shall be available on a scheduled basis, subject to availability and subject to safety considerations. If Licensee cannot make an appointment, Licensee shall call the Subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service date, unless mutually agreed to otherwise by said Subscriber and the Licensee. In the event a service problem is attributable to technical problems in the Cable System but are wholly within parts of the Cable System that are not on private property, Licensee shall not require Subscribers to be at home at the time of the service call.

(c) Under normal operating conditions, the Licensee shall respond within 24 hours to service complaint calls or requests for repair service where there is a loss of picture or audio on all Channels. Under normal operating conditions, all other service complaint calls or requests for repair service shall be responded to within thirty-six (36) hours, except that Subscribers can schedule service visits beyond this time frame at the Subscriber's option. These standards shall be met in accordance with FCC standards in effect as of the execution of this License.

(d) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(e) System Outages, deemed to occur upon the failure of service to five (5) or more Subscribers at or about the same time and in the vicinity of each other that are served by the same amplifier, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel. Licensee shall supply a paging number to a designee of the Issuing Authority, if requested, which shall not be available to the general public, and which is capable of reaching appropriate management

personnel in the event that emergency repair service is needed and which is to be used only if normal Licensee lines do not allow a rapid connection to appropriate Licensee personnel. The term emergency in the foregoing sentence shall mean events involving potential injury to persons or property, or loss of service to substantial areas. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency.

Section 7.4 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority. The Licensee shall also have periodic insertions in its Subscribers' bills that inform Subscribers of such complaint procedures.

(b) The Licensee shall periodically distribute "Customer Satisfaction Cards" to Subscribers who receive a service visit and a summary of findings shall be shared with the Town not more than once annually upon written request of the Issuing Authority.

(c) The Licensee shall, in normal operating conditions, promptly respond to all Subscriber complaints, but in any event within thirty-six (36) hours of receipt of any such complaints except as otherwise provided in Section 7.3(d). The term "normal operating conditions" shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (c) (4), and set forth in License Section 6.2(b) above.

(d) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee, provided said Subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(e) In the event that the Issuing Authority finds a pattern of multiple unresolved Subscriber complaints, the Licensee shall implement appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

Section 7.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective Subscribers with complete, clear and concise written information prior to or at the time of initial installation of Cable Service and Licensee shall annually provide existing Subscribers with equivalent information, subject to applicable law. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service. Such information shall include but not be limited to the following:

(a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning known incompatibilities associated with the utilization of video cassette recorders and cable ready television sets with cable service(s), and information on the cost for hooking up VCRs and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as A/B switches and parental control devices.

(e) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service; and

(g) Any other customer service disclosures required by federal or state law.

(h) If requested by a subscriber, Licensee shall exercise reasonable efforts to provide information relevant to use of the Cable System for hearing impaired or other disabled persons.

Section 7.6 VCR COMPATIBILITY; A/B SWITCH

(a) In order to assist Subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable-ready VCRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall make available one (1) "A/B switch" at cost, if needed, and a splitter to each such Subscriber, at cost, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such "A/B" switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any Channel while viewing an unscrambled Channel, or vice-versa, without the need of a second converter.

(b) Licensee shall not charge an additional outlet fee for VCRs connected to a Cable Service primary outlet when said VCRs do not have separate converters.

(c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Licensee shall make every reasonable effort to meet with the Issuing Authority or their designee to advise of planned equipment and service changes and upgrades and to publicize said changes to the subscribers through either local media or other appropriate publicity methods.

Section 7.7 PARENTAL CONTROL CAPABILITY

The Licensee shall provide Subscribers, upon request with traps to control the reception of any Channels on the Cable Television System, or at the published equipment rate, with a digital receiver capable of controlling such reception.

Section 7.8 BILLING AND TERMINATION PROCEDURES

(a) Licensee will comply with the consumer protection regulations of the Division, 207 CMR 10.00 et seq., as amended, which regulations are incorporated herein by reference and Licensee shall comply with applicable customer service and consumer regulations promulgated by the Federal Communications Commission.

Section 7.9 ADVANCE BILLING

Subscribers shall not be billed in advance by more than a one month period except: in the case of demonstrated credit problems involving payment delinquency including more than one disconnection; seasonal situations where a greater period of advance billing is approved by the Division; or in the case of optional promotions offered by Licensee.

Section 7.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520. The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber by name and address and Licensee shall abide by this request.

Section 7.11 POLLING BY CABLE

No polling by cable or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the poll or upstream response is a part shall contain a conspicuous and explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has a non-commercial, informational, educational function which is self-evident. Licensee or its agents shall release the results of poll or upstream responses only in the aggregate and without individual references, except as permitted and/or prohibited by Section 631 of the Cable Act or as permitted and/or prohibited by applicable State or federal law(s). The aforesaid disclosures shall not be required for general viewership surveys not gathering names and addresses or other personally identifiable data.

Section 7.12 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

In accordance with Section 631 of the Cable Act, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law or is otherwise impractical.

Section 7.13 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with Section 631 of the Cable Act:

- (a) Licensee shall make available for inspection by a Subscriber during regular business hours at its business office all personal Subscriber information that Licensee maintains regarding said Subscriber.
- (b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.
- (c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information, shall be directed to Licensee's General Manager. A Subscriber shall be provided reasonable opportunity to correct any error in such information.

Section 7.14 MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, with the exception of technical tests,

without the prior written authorization of the affected Subscriber or commercial user; provided, however, that Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view or other service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information transmitted between a Subscriber or commercial user and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 7.15 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo-identification card issued by the Licensee and the employee shall display such card or make it visible by wearing same regardless of whether there is a request for display of the card.

Section 7.16 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 7.17 ENCODING OF NON-PREMIUM SERVICE

Licensee shall maintain the basic service tier unscrambled throughout the term hereof, unless all services are provided in a digital, as opposed to analog form, requiring encoding for digital transmission.

Section 7.18 WIRING BY SUBSCRIBER

(a) Subscribers, or a qualified contractor at the Subscriber's expense, shall have the right to install cable for system interconnection only within any building which they own or where Landlord consents in writing. Actual interconnection to the Cable System shall be by the Licensee only. Prior to wiring the Subscriber shall agree to indemnify the Licensee for any signal leakage caused by such connection. Such wiring shall be conditioned upon and shall conform to:

- (i) All applicable building and electrical codes.
- (ii) The Licensee's published guidelines on file with the Issuing Authority, the Building Inspector, and the Wiring Inspector.

(b) Specifications for the cable and connectors to be used in the installation by the Subscriber shall be approved by the Licensee prior to installation.

(c) If the Licensee makes a service/repair visit because of a reported problem and subsequently determines that the problem was caused by wiring and/or improper equipment installed by the Subscriber, the Licensee may assess a maintenance service charge to the Subscriber.

(d) Should the Licensee notify Subscriber in writing that any part of the Subscriber's self-installed wiring is causing harm or interference to the Cable System, the Licensee may require that the Subscriber discontinue use of and disconnect said device. If such a notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the Licensee shall promptly notify the Subscriber in writing of the discontinuance, and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

(e) Should any Subscriber-installed equipment permanently damage any of the Licensee's equipment, the Subscriber shall be liable for the repair or replacement of such equipment.

Section 7.19 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request disconnection of any cable service shall not be billed for such service subsequent to such request for termination of service. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a Subscriber and in no event later than four (4) business days after such request (subject to not having abnormal conditions causing delay). Any credit due to Subscriber upon full termination of a service shall be paid to Subscriber or credited against any outstanding balance within forty-five (45) days and payable upon the return of equipment.

Section 7.20 LICENSEE'S SURVEYS

In the event Issuing Authority chooses to conduct its own survey of Subscribers, Licensee shall, following an opportunity to consult and meet with the Town concerning said survey, and with not less than one hundred twenty (120) days notice, include such survey in a mailing to Subscribers at no charge to the Town, provided that such survey seeks information regarding the Licensee's cable television services (including programming and customer service) and further that such surveys may not be requested not more than once every two (2) years during the license term.

Section 7.21 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 7.22 SUBSCRIBER TELEVISION SETS

To the extent prohibited by M.G.L.ch.166A, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal installation and maintenance of Cable Television Service.

ARTICLE 8

LICENSE ADMINISTRATION

Section 8.1 INDEMNIFICATION

The Licensee shall indemnify and hold the Town and its agents harmless at all times during the term of this License from any and all claims arising out of the actions of the Licensee, its agents, affiliates and contractors in the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable authorized to be installed pursuant to the License and in accordance herewith. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorney's fees. Licensee shall not be required to indemnify the Town for gross negligence, contributory negligence, or willful misconduct on the part of the Town or its officials, Boards, Divisions, agencies or employees. The Licensee shall not be liable in circumstances where the Town is contributorily negligent.

Section 8.2 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and if requested in writing, file with the Issuing Authority insurance company certificates of the following insurance:

- (a) A general comprehensive hazard and property liability policy naming the Town as an additional insured on all claims on account of injury to or death of a person or persons or damage to property occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System, with a minimum liability of one million dollars (\$1,000,000.00) for property damage, and of two million dollars (\$2,000,000.00) for injury or death to one or more persons in any one occurrence, with the foregoing including property damage to and liabilities arising from PEG access equipment and facilities.
- (b) It is hereby understood and agreed that if there is any change in carrier of the policy (or bond) or change of the terms, the Licensee shall provide the Issuing Authority by certified mail with one (1) copy of such new policy or terms. Notwithstanding this Paragraph (b), no such change shall diminish the coverage required under Paragraph (a) of this Section. If any change of coverage is unilaterally implemented by the insurance company, and if said change materially diminishes the scope of protection afforded to the Town or to other third parties, then Licensee shall exercise best efforts to obtain substitute coverage without such diminution in the scope of coverage if substitute coverage is available and otherwise comparable in scope of coverage.

Section 8.3 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and subject to reasonable approval by the Town. In the event of significant construction, reconstruction or expansion, the Licensee shall file with the Issuing Authority, a performance bond in the amount of \$150,000.00. Thereafter, Licensee shall maintain a performance bond in the amount of \$40,000 for the life of this License. The condition of said maintenance bond shall be that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any material terms or conditions in this License, provided that first Licensee has been notified of such failure and given an opportunity to cure and be heard.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in the event that Licensee shall fail to comply with any one or more material terms or conditions of this License, or to comply with any lawful material order, permit or direction of any department, agency, division, board, division or office of the Town having jurisdiction over its acts, or to pay any lawful claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 8.4 DETERMINATION OF BREACH AND LIQUIDATED DAMAGES

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any provision of this Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

i) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

ii) Cure any such default within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured.

(b) In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after a determination has been made by the Issuing Authority that Licensee has not appropriately responded, cured, nor taken appropriate measures to attempt to cure the default, and written notice, by certified mail, of such has been delivered to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. If the Issuing Authority determines after public hearing that a continuing state of default exists, and that its cure is unlikely or untimely, Issuing Authority may determine to pursue any of the remedies available to it under law.

(c) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after public hearing, determines that a continuing state of default exists and that its cure is unlikely or untimely, the Issuing Authority may determine to pursue one of the following:

- i) assess liquidated damages in accordance with the schedule set forth in subsection (d) below;
- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) foreclose on all or any appropriate part of the security (performance bond) provided pursuant to sec. 8.3 herein;
- iv) declare the Renewal License to be revoked subject to Sec. 8.18 below and applicable law invoke any other lawful remedy available to the Town.

(d) For the violation of any of the following provisions of this Renewal License, Liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to subsections (a) through (c) above. Any such liquidated damages shall be assessed as of the date the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

- i) For failure to maintain and operate the Cable system in accordance with Sections 3.1 herein, two hundred dollars (\$200) per day, for each and every day that such construction, installation, and/or activation have not occurred.
- ii) For failure to comply with the FCC's Customer Service Obligations in accordance with Sections 7.1 and 7.3 herein and Schedule 7.1 attached hereto, one hundred fifty dollars (\$150) per day that any such non-compliance continues.
- iii) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 3.1, 3.6 and 3.7 herein, and/or Schedule 5., one hundred dollars (\$100) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(e) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and

reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages not a penalty or forfeiture, and are within one of more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 8.5 ADMINISTRATION OF THE CABLE SYSTEM: CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated.

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day oversight of the Cable Television System pursuant to this License. The Issuing Authority and the Cable Advisory Committee shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.

(b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee to review the Licensee's compliance with the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, or the Licensee.

Section 8.6 PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may, or its designee, at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority or its designee shall have the right to question Licensee concerning the operation, maintenance and extension of the Cable Television System. During review and evaluation by the Issuing Authority or its designee, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and reasonably related to compliance with the License or compliance with applicable laws.

Section 8.7 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Upon request of the Issuing Authority and reasonable notice to Licensee, the Licensee shall promptly submit to the Town information regarding the Licensee, its business and operations, with respect to the Cable System, pertaining to the subject matter of this License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary or confidential information, then the Licensee need not disclose the information to the Town, however, the Licensee shall confer with the Town Counsel to explain the basis of the Licensee's claim of a proprietary interest and to attempt to implement a mutually acceptable method of confidential treatment of such records such that they shall not become public records.

(c) Upon reasonable notice, and subject to the limitations in paragraph (b) concerning confidential or proprietary information, the Issuing Authority may visit the Licensee's places of business and other premises and examine the records and facilities of the Licensee during normal business hours to determine Licensee's compliance with (1) all provisions of this License and (2) all other legal requirements relating to this License.

Section 8.8 NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse Licensee from having to cure the violation, if said violation is reasonably established in accordance with law and the matter is reasonably subject to cure.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term. With respect to non-performance of Licensee obligations not involving monetary payments or actual provision of materials and equipment, the failure to enforce performance for a significant period of time and the lack of complaint concerning same, shall be deemed a factor relevant to mitigating the assessment of the amount of damages, if any, for such non-performance.

Section 8.9 TAXES

Payment of the License fee made by Licensee to the Town pursuant to the provisions of this License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes of general applicability which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts or the United States.

Section 8.10 SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written complaints it receives on file in its business office for a minimum of two (2) years after receipt except such records shall be held for three (3) years during renewal proceedings. Licensee shall on its monthly bill (or the back thereof) include its address and e-mail address for receipt of complaints.

Section 8.11 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a written request therefor, send a written report to the Issuing Authority with respect to any written complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 8.12 QUALITY OF SERVICE

In addition to other complaint resolution procedures under this License, the parties agree that in the event that the Issuing Authority receives at least eight written or e-mail complaints from Subscribers of which Licensee was previously notified by Subscriber or the Issuing Authority within 21 days regarding signal quality, the Issuing Authority will notify Licensee in writing and Licensee will report in writing to the Towns within twenty-one (21) days of such notice about the nature of the problem, if any, and the corrective action to be taken, if any. Said notice to the Licensee shall include the details of each complaint and the names of the complainants. Subsequent to such report, if no corrective action is taken and the Issuing Authority has reliable, credible evidence to indicate that Licensee is not meeting the technical specifications of this License, the Issuing Authority will have the right to require Licensee's senior engineer to test, analyze and report on signal quality within twenty-one (21) days specifically related to such complaints.

Section 8.13 REVISED FORM 500

The Licensee shall submit a completed copy of Division Form 500 to the Issuing Authority, or its designee, no later than January 31st of each year, or such other annual dates as required by the Division.

Section 8.14 FINANCIAL REPORTS

(a) In the event that the Town or its designee, including a public or educational access designee, receives a percentage License Fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred and sixty (160) days after the end of the Licensee's Fiscal Year, a Statement of Gross Annual Revenues as defined in Article 1 and any other financial reports required by state and/or federal law including Division Forms 200, 300 and 400.

(b) Licensee shall file with the Issuing Authority a report containing the number of Subscribers in the Town. Said report shall be filed annually with the financial reports required pursuant to this section.

Section 8.15 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of injunctive relief, revocation or other remedies available under applicable laws.

Section 8.16 DUAL FILINGS

The Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any state or federal agency or division pertaining to compliance with any material aspect of this License or pertaining to Licensee's

compliance with any law or regulation which compliance affects Licensee's operation of the Cable System.

Section 8.17 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by federal and state law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L. c. 166A, Section 14, or any other rights available to the Licensee.

ARTICLE 9

GENERAL PROVISIONS

Section 9.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 9.2 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 9.3 SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 9.4 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes, acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, labor strikes or job actions, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; snowstorms; washouts; droughts; arrests; or civil disturbances; explosions; partial or entire failure of utilities; or failure of utilities, notwithstanding diligent efforts of Licensee, in granting pole or conduit attachments; or failure of suppliers to provide equipment or materials in circumstances where Licensee exercised diligent efforts.

Section 9.5 LICENSE EXHIBITS

The Schedules or Exhibits to this License, attached hereto, and all portions thereof, are incorporated herein by reference and expressly made a part of this License.

Section 9.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, has obtained any necessary authorization of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;
- (c) This License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of this License.

Section 9.7 APPLICABILITY OF LICENSE

All of the provisions in this License shall apply to the Town, the Licensee, and their respective successors and assigns.

Section 9.8 JURISDICTION

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any provision of this License shall be in a court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 9.9 NOTICE

Every notice to be served under this agreement shall be delivered in hand or sent by certified mail (postage prepaid), or by Federal Express or other receipted overnight delivery service, and shall be deemed to have been given on the date of delivery and shall be addressed as follows:

1. To the Issuing Authority: Board of Selectmen
Westborough Town Hall
34 West Main Street
Westborough, MA 01581

or such other address as the Issuing Authority may specify in writing to the Licensee.

2. To the Licensee: General Manager
 Charter Communications
 95 Higgins Street
 Worcester, MA 01606

3. With a copy to: Josh L. Jamison
 Sr VP Operations
 Northeast Division
 Charter Communications
 11 Commerce Road
 Newtown, CT 06470

or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 9.10 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License.

Section 9.11 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this License will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. Notwithstanding the foregoing, in the event the the Massachusetts Cable Television Division no longer requires filing of service call and complaint forms, outage/significant interruption forms or financial statements, or other forms currently required by said Division, or in the event of the discontinuation of said forms as a result of the elimination of of the Division, Licensee will continue to provide and file any forms, unless a successor agency requires substantially similar forms of its own for the purposes of the Division's prior forms.

Section 9.12 COMPETITION CLAUSE

(a) If the Town enters into any cable television contract or license, or Open Video System agreement, or similar agreement with a Multichannel Video Program Provider (MVPP), which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement when taken as a whole, or such terms and conditions equitably modified to reflect any differences between this License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the

extent that any term of this License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate and afford the Issuing Authority the opportunity to find the disparate nature of the terms of the additional license(s) and whether there is commercial impracticability resulting therefrom, and, following said hearing and in the event of such findings, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License with respect to the terms and conditions subject to Issuing Authority negotiation and control in the additional license, contract or agreement, so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement when taken as a whole and in light of the circumstances.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS DAY OF , 2004_.

TOWN OF WESTBOROUGH
BY THE BOARD OF SELECTMEN:

Approved as to form

William August, Esq.
Special Counsel to
the Town of Westborough

Charter Communications
This License is
hereby accepted by:

Josh L. Jamison
Sr VP Operations
Northeast Division

on _____, 2004

TABLE OF SCHEDULES

Schedule 5.4(b) / 5.5(a) PEG Annual and Capital Payment Schedule

Schedule 5.12 I-Net Sites

**Schedule 7.1 47 Code of Federal Regulations 76.309
Customer Service Standards**

SCHEDULE 5.4(b) /5.5 (a)

PEG Annual and Capital Payment Schedule

_____, 2004	\$164,000.00 Facilities and Equipment Payment (Payment due ninety days from date both parties sign License---the Execution Date).
2/1/2005	Payment of \$60,666 for Access Corporation operations from February 1, 2005 through September 24, 2005.
9/25/2005	\$150,000.00
9/25/2006	\$153,000.00
9/25/2007	\$156,060.00
9/25/2008	\$50,000.00 Facilities and Equipment Upgrade Payment.
9/25/2008	\$165,000.00
9/25/2009	\$168,300.00
9/25/2010	\$171,666.00
9/25/2011	\$50,000.00 Facilities and Equipment Upgrade Payment.
9/25/2011	\$175,099.00
9/25/2012	\$178,600.00
9/25/2013	\$182,172.00

NOTE: Additional Unscheduled Payment of \$85,000.00 for New PEG Studio, payable ninety days after written request from Issuing Authority or Access Corporation if so designated.

NOTE: Above PEG amounts are based on 2% inflation adjustments. Above chart should be used for budgeting purposes only as actual payment amounts may be higher if amounts are adjusted for the Consumer Price Index (CPI) as provided in Section 5.4(b) of this License.

SCHEDULE 5.12

I-Net Sites

1. Forbes building, Room 23 & School Committee Room, West Main Street
2. Town Hall, West Main Street – Selectmen’s meeting room
3. Public Library, West Main Street
4. Fire Station, Milk Street
5. Police Department
6. Armstrong School, Fisher Street
7. Gibbons Middle School
8. Fales School, Eli Whitney Street
9. Senior High School
10. Hasting School, East Main Street
11. The Willow’s Auditorium
12. New studio location at 30 Lyman St.

The above sites to be able to transmit remote video originations (subject to the Town providing modulators except as Licensee is expressly required to provide modulators pursuant to the License) and the above sites to be able to transmit data, subject to the limitations in Section 5.12, if any.

SCHEDULE 7.1

47 Code of Federal Regulations 76.309 Customer Service Standards

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to

customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which

is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours--The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term “service interruption” means the loss of picture or sound on one or more cable channels.